

**AMENDMENT EIGHT**  
**to**  
**ORACLE LICENSE AND SERVICES AGREEMENT**  
**between**  
**THE STATE OF KANSAS**  
**and**  
**ORACLE AMERICA, INC.**

This Amendment Eight ("Amendment") to the Oracle License and Services Agreement US-STATE-41869-04-FEB-2010 effective February 4, 2010 (the "agreement") as amended, modified and added between the State of Kansas (the "State," "you," or "Customer") and Oracle America, Inc., as successor in interest to Oracle USA, Inc. ("Oracle"), shall amend the agreement as described herein. If and to the extent any inconsistency may appear between the agreement and this Amendment, the provisions of this Amendment shall control.

The agreement is hereby modified as follows:

1. **Term.** The term of the Agreement shall be extended to February 03, 2015.
2. **Section JJ. Pricing and Discounting Terms.** Subsections (a) through (c) of Section JJ of the agreement shall be deleted in their entirety and replaced with the following:

**"(a) Pricing and Discounting Terms for New Program Licenses, Hardware, and First-Year Technical Support.**

**Price List**<sup>1</sup>. Until February 3, 2015, the "Price List(s)" in the agreement shall be defined as follows (attached hereto as **Attachment A** to Amendment Eight):

- a. Oracle Technology Global Price List, dated February 13, 2014
- b. Oracle Business Intelligence Applications Global Price List, dated September 1, 2013
- c. Oracle E-Business Suite Applications Global Price List, dated January 23, 2014
- d. PeopleSoft Component Global Price List, dated February 14, 2014
- e. JD Edwards Component Global Price List, dated January 16, 2014
- f. Oracle Engineered Systems Price List, dated March 3, 2014<sup>2</sup>

Until February 3, 2015, you may acquire licenses for the programs listed on the Price Lists provided such programs are available in production release when ordered, and provided you has continuously maintained technical support for its existing licenses, by paying Oracle the fees specified for such licenses on the price lists less the discount determined by the discount schedule set forth below. You may also acquire first-year Software Update License & Support (SULS) for such programs by paying Oracle the fees specified for such services on the price lists, less the discount determined by the discount schedule set forth below.

**(i) Discount Schedule for Products on the Oracle Technology, Oracle Business Intelligence Applications, Oracle E-Business Suite Applications, PeopleSoft Component, and JD Edwards Global Price Lists.** Until February 3, 2015, the following discount schedule shall apply to the fees listed on the Price Lists for program licenses and first-year SULS acquired pursuant to the terms

<sup>1</sup> Any discounts provided in section 2 of this Amendment Eight shall not apply toward any third-party products, including but not limited to the following: Micro Focus International Ltd., Business Objects, Ascential, Agile, and JWALK.

<sup>2</sup> The attached Oracle Engineered Systems Price List is a current Oracle Engineered Systems Price List. Any discounts provided for Hardware products shall be applied against the then-current Oracle Engineered Systems Price List.

**Clinton Cole**  
eSigned 2014-04-03 01:53PM PDT  
clinton.d.cole@oracle.com  
Contracts Manager

of Amendment Eight. (The Transaction Band amount shall be determined per order, and each order placed pursuant to this schedule shall be considered a separate transaction):

Transaction Band (List License + List Support)	License & First-Year SULS Discount
\$0-\$1,100,000	45%

If, and when, the Price Lists (as defined above in this section) are updated or replaced in the agreement, this discount schedule shall no longer apply and discounting terms shall be re-negotiated.

(ii) Discount Schedule for Products on the Oracle Engineered Systems Price List. Until February 3, 2015, the following discount schedule shall apply to the fees listed on the price lists for program licenses and SULS, and hardware and support acquired pursuant to the terms of Amendment Eight:

Product	Discount
Hardware and First-Year Support	15%
Software License Program and First-Year SULS	20%

Any discounts provided for hardware products in this section shall be applied against the then-current Oracle Engineered Systems Price List.

**(b) Pricing and Discounting Terms for Training Services.**

Until February 3, 2015, you may purchase Oracle University products based on the Oracle e-Business discount schedule as follows:

Transaction Band (List License + List Support)	E-Business License and Technical Support Discounts
\$0 - \$10,000	0%
\$10,001 - \$25,000	5%
\$25,001 - \$50,000	10%
\$50,001 - \$100,000	15%
\$100,001 - \$250,000	20%
\$250,000 +	25%

**(c) Pricing and Discounting Terms for Consulting Services.**

Until February 3, 2015, you may purchase Oracle consulting services in individual time and materials orders which must be signed by both parties and shall incorporate the terms and conditions of this agreement, pursuant to the rates ("Consulting Rates") set forth below:

**Daily and Hourly Rates for Individual Time and Materials Orders**

Level	Daily Rate	Hourly Rate
9 - Sr. Practice/Tech Director	\$ 2,816.00	\$ 352.00
8 - Practice/Tech Director	\$ 2,560.00	\$ 320.00
7 - Practice/Tech Manager	\$ 2,216.00	\$ 277.00
6M - Managing Principal Consultant	\$ 2,048.00	\$ 256.00

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Clinton Cole  
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clinton.d.cole@oracle.com  
Contracts Manager

Level	Daily Rate	Hourly Rate
6T - Senior Principal Consultant	\$ 2,048.00	\$ 256.00
5 - Principal Consultant	\$ 1,792.00	\$ 224.00
4 - Senior Consultant	\$ 1,472.00	\$ 184.00
3 - Staff Consultant	\$ 1,280.00	\$ 160.00

- a. The Consulting Rates do not apply to any credits.
  - b. The Consulting Rates are in lieu of any other discount and shall not apply to any other Oracle products or services including but not limited to licenses, technical support, education, or training.
  - c. The Consulting Rates for time and materials consulting services granted under this agreement shall not be applied retroactively to fees invoiced prior to the effective date of Amendment Eight.
  - d. Consulting services shall be provided subject to receipt by Oracle of a signed Oracle ordering document including an exhibit containing a scope of services. The fee for such consulting services shall be equal to the number of hours of services performed multiplied by the applicable rate(s), as agreed to in the Oracle ordering document, plus reasonable travel and living expenses. Travel time will not be charged unless otherwise mutually agreed.
  - e. Any consulting services acquired pursuant to this agreement are separate from any program licenses acquired pursuant to this agreement. You understand that you have the right to acquire program licenses without acquiring the consulting services, and that you have the right to acquire program licenses and the consulting services separately at the fees stated in this agreement.
3. **License Definitions and Rules.** Until February 3, 2015, the Oracle License Definition and Rules, v012014, attached hereto as Attachment B, shall apply to all licenses and technical support services listed on the Price Lists and acquired pursuant to the updated pricing terms set forth in this Amendment Eight.
  4. **Attachments.** The following Attachments are incorporated into the Agreement:
    - Attachment A: Price Lists
    - Attachment B: Oracle License Definition and Rules, v012014

Other than the amended terms set forth herein, the terms and conditions of the agreement shall remain unchanged and in full force and effect.

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Clinton Cole  
 eSigned 2014-04-03 01:53PM PDT  
 clinton.d.cole@oracle.com  
 Contracts Manager

The Effective Date of this Amendment Eight to the agreement shall be Apr 3, 2014.

STATE OF KANSAS

By: Tracy Diehl

Name: Tracy Diehl

Title: Director of Purchases

Date: 4/3/2014

ORACLE AMERICA, INC.

By: Clinton Cole

Clinton Cole (Apr 3, 2014)

Name: Clinton Cole

Title: Contracts Manager

Date: Apr 3, 2014

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DIVISION OF PURCHASES

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Clinton Cole

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clinton.d.cole@oracle.com

Contracts Manager



Document Integrity Verified

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